



January 2, 2019

Michael Butler
Recorder of Deeds
City of Saint Louis
www.stlouiscityrecorder.org

City Hall, Room 126
1200 Market Street
Saint Louis, MO 63103
314.622.4610
info@stlouiscityrecorder.org



Georgie Simmons

St. Louis, MO

Dear Ms. Simmons:

On Tuesday, November 6th, 2018, the voters of the City of St. Louis elected a new Recorder of Deeds, Michael Butler, who will take office on January 2, 2019. As a result, there will be some staffing/personnel changes. Unfortunately, the decision to make staff changes includes removing you from your current position effective immediately. As a consequence of the change in your employment status with the Recorder's office and subject to extension as detailed below, you are being extended two options as listed below or you may choose to end your employment immediately upon receipt of this letter.

As a part of your employment status change, we would like to offer you a "Pay for Performance" position for a monthly pay rate of \$_____ and serve at the will of the Recorder (for at least 30 days) or receive your current rate of pay for two weeks (until January 14th). In either instance you are still due any outstanding benefits that are already due for your previous time served.

In consideration for your acceptance of either option (as noted above), I, you acknowledge that you have received this letter on the date of execution of this letter by the undersigned. You, on behalf of yourself and any of your agents, assigns, attorneys, dependents, children, spouses, affiliates and heirs (individually and collectively, "you") hereby voluntarily and knowingly releases, acquires and forever discharges The City of St. Louis, Missouri and the Recorders of Deeds office and their respective present or former affiliates, successors and assigns, officers, officials, attorneys, employees, agents, trustees, fiduciaries and administrators (collectively, "Recorder of Deeds") from any and all demands, claims, actions, suits, causes of action, charges, complaints, liabilities, costs, contracts, agreements and damages of any nature whatsoever (whether known or unknown, foreseen or unforeseen, in law, in equity or otherwise), including, but not limited to, claims asserted for back pay, front pay, past employment, statutory liquidated damages, compensatory and punitive damages, damages for emotional distress, costs, expenses, reinstatement and compensation of every nature and description, including reasonable attorney's fees and expenses, which you have now or may have against the Recorder of Deeds by reason of any conduct, acts, omissions, cause or any transaction whatsoever up to the date of execution of this letter.

The release of all claims by you includes, without limitation, all claims (1) with respect to back pay, front pay, past employment, statutory liquidated damages, compensatory and punitive damages, damages for emotional distress, costs, expenses, reinstatement and compensation of every nature and description; (2) for employment discrimination under Title VII of the Civil Rights Act of 1964, as amended and the 1991 Civil Rights Act, as amended; (3) for employment discrimination under the Civil Rights Act of 1866, 42 U.S.C. §1981, as amended; (4) under Chapter 213 of the Missouri Revised Statutes, as amended; (5) under any applicable local ordinances; (6) under the Americans With Disabilities Act, 42 U.S.C. §12101 et seq., as amended; (7) the Fair Labor Standards Act, as amended; (8) under the Employee Retirement Income Security Act of 1974, as amended; (9) Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; (10) for damages of any kind, including, but not limited to, damages for personal, emotional or economic injury, damage to reputation, breach of contract (other than an action to enforce the terms of this letter), employment, re-employment, back pay, wages, additional pay, benefits, wrongful discharge and violation of implied or express contract rights under any state, federal or local law, decision or regulation; (11) for any lost pay, reinstatement, liquidated damages or any other form of equitable relief; (12) for attorneys' fees or costs; and (13) any and all other federal, state and local statutes, regulations, ordinances, executive orders, policies, common law or any contract, alleged employee policy or manual, or breach of any implied covenant of good faith and fair dealing. You understand that he/she may have claims against we of which, at the time of execution of this letter, she/he has no knowledge or suspicion, but nonetheless agrees that this release extends to all claims in any way based upon, connected with or arising under, in or out of the employment of you by we, whether or not known, claimed or suspected at the present time.

You acknowledge that prior to executing this letter, that he/she may consult with his/her attorney concerning the legal effect of this letter and the release contained in this letter. You acknowledge that he/she has been provided by the Recorder of Deeds with full and ample opportunity to present this release to her attorney for review. You further agree that this letter is the product of mutual agreement of all parties.

The terms of this letter shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. If any term, provision, covenant or condition contained in this letter is held to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The terms of this letter contain the entire agreement of the parties hereto, and supersedes all other agreements and understandings, whether written or oral, covering the subject matter hereof.

We realize that this will be a difficult time for you; however, we urge you to direct your attention and energies to your future. We understand that you may choose not to accept the new position to pursue other employment opportunities outside of the Recorder of Deeds office. We wish you success in your pursuit.

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EMPLOYER:
THE RECORDER OF DEEDS OF THE CITY OF ST. LOUIS

By: _____

Michael Butler

Recorder of Deeds

January 2, 2019

Agreed to by:

EMPLOYEE: _____

Print Name: Georgie Simmons

Date: _____